

# Plant and Equipment Hire / Rental

## Completion notes

Please read the following before completing this document.

- Answer all questions in full. If you need extra space, attach additional pages on your company letterhead (if applicable) and mark their inclusion on the questionnaire form;
- Please ensure you read and sign the Declaration at the end of this document.

## Duty of Disclosure

Before you enter into a contract of general insurance with us, you have a duty at common law to disclose to us every matter you know, or could reasonably be expected to know that a prudent insurer would want to take into account in deciding whether to insure you and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance. Your duty however, does not require disclosure of a matter:

- that diminishes the risk to be insured;
- that is of common knowledge;
- that we know or in the ordinary course of our business we ought to know;
- that we state to you that we do not want to know.

## Non-disclosure or misrepresentation

If you make a material misrepresentation to us, or if you do not comply with your duty of disclosure we may treat your policy as if it never existed.

## False statement and Fraudulent acts

Your policy is based on the information supplied to us by you or on your behalf. All statements made by you or on your behalf on the proposal and/or questionnaire, in support of this policy, on any claim form or in support of any claim must be true and correct. If you take any action or make any statement in connection with this policy or any claim made under it, which is fraudulent in any way or which is supported by untrue or incorrect information, we are entitled to avoid this policy and all benefits under it will be forfeited.

## Privacy Act 2020

Zurich respects your privacy. The following is brought to your attention. However this does not apply to companies.

- (a) This Proposal collects personal information about you;
- (b) The information is collected by Zurich to evaluate the insurance being sought;
- (c) The intended recipient of the information is Zurich;
- (d) The information is being collected and held by Zurich;
- (e) The collection of this information is required pursuant to the common law duty to disclose all material facts relevant to the insurance sought and is mandatory;
- (f) The failure to provide this information may result in your application for insurance being declined, or your insurance being void from the beginning;
- (g) You have rights to access, and correct this information subject to the provisions of the Privacy Act 2020.

## Data sharing consent

In order to provide a seamless insurance service globally, Zurich may transfer any data Zurich has received from and any data it holds on the policyholder to other units of Zurich Insurance Group Ltd, such as branches, subsidiaries, or affiliates within Zurich Insurance Group Ltd, cooperative partners of Zurich Insurance Group Ltd, coinsurance and reinsurance companies located in the country of the policyholder or abroad.

Zurich as well as such recipients may use, process and store the data, in particular for the purpose of risk evaluation, policy execution, premium setting, premium collection, claims assessment, claims processing, claims payment, statistical evaluation or to otherwise ensure Zurich's global insurance service delivery.

If a broker or agent is acting on behalf of the policyholder, Zurich is authorised to use, process and store data of the policyholder received from such broker or agent, and to forward to such broker or agent data of the policyholder relating to the execution of the policy and the collection of premiums and payment of claims.

Zurich may procure data from government offices and third parties relating to the policyholder to assess a claim in the event of loss or damage.

## Business description and operations

Name of Insured \_\_\_\_\_

1. Detail principal activity

\_\_\_\_\_

\_\_\_\_\_

2. How many years in business?

3. What % of the overall revenue relates to rental/hire?

4. Detail type of equipment generally hired

\_\_\_\_\_

\_\_\_\_\_

5. Revenue Analysis

Activity	Revenue	
	%	\$
Rental Dry Hire	%	\$
Rental Wet Hire	%	\$
Sub Hire (ie hired in equipment)?	%	\$
TOTAL	%	\$
Sales of Used Equipment	N/R	

6. Detail Company revenue for each of past 5 years

Current year	\$
1 year ago	\$
2 years ago	\$
3 years ago	\$
4 years ago	\$

7. Please provide approximate % split between Registered and Unregistered Equipment (excluding sedans, utes, trucks etc)

Registered Equipment                      %                      Unregistered Equipment                      %

8. Please enclose schedule detailing all equipment to be covered, whether registered or unregistered and which State & location (ie Suburb / Town) equipment is located

## Customer profile

1. Detail customer profile to whom equipment is hired

\_\_\_\_\_

\_\_\_\_\_

2. What is the average period of hire?

3. What is the longest period of hire?

4. What is the average % of equipment on hire at any given time?                      %

5. Other depots

6. Is there a requirement for operator qualifications for certain types of equipment that is dry hired (eg, Licence or Ticket to operate)?

Yes  No

If 'Yes', please provide details of your procedures to check these qualifications

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Customer profile (continued)

7. Is any equipment used in underground mining, forestry or work over water? Yes  No   
 If 'Yes', please provide details

8. Do you sub hire equipment? Yes  No  If 'Yes', please detail

(a) From who equipment is sub hired

(b) Type of equipment sub hired

(c) Average amount of sub hire equipment at any given time

9. Under the terms of the Sub Hire Agreements, are you required to provide indemnity for damage to equipment and liability to third parties? Yes  No   
 If 'Yes', please provide details

10. Under the terms of your Hire Agreement, please detail approximate % of who is responsible for insurance of the hired equipment and average period of hire

Activity	Responsible to Insure	A/V Period of Hire
Customer	%	
You	%	

11. If customer is responsible to insure, do you insist on proof of current insurance at time of hire? Yes  No   
 If 'Yes', do you note particulars of customer's insurance on your records, keep a copy of their Certificate of Currency etc? Yes  No

12. Please enclose copy of your Hire Agreement

## Security /Site risks

1. Detail major location of operations

2. What is the maximum value of equipment at this location? \$

3. Detail other locations of premises

4. Do values of equipment at any of these premises exceed \$10,000,000? Yes  No   
 If 'Yes', please provide details

5. Is equipment on your premises held in:

(a) Unsecured open area? Yes  No

(b) Secured locked compound? Yes  No

(c) Enclosed covered area? Yes  No

## Security /Site risks

6. Does the yard area have security lighting? Yes  No   
Is it permanently on at night? Yes  No 

---

Is it motion sensor activated? Yes  No 

---

7. Do security guards patrol premises? Yes  No   
If 'Yes', do the guards stay on the premises permanently overnight? Yes  No 

---

If 'No', do they provide a visiting patrol service? Yes  No 

---

8. Does any equipment have anti theft locks or immobilisers fitted? Yes  No   
If 'Yes', please provide details

---

---

---

9. Is any equipment fitted with automatic fire suppression systems? Yes  No   
If 'Yes', please provide details

---

---

---

10. Are there any additional security measures or precautions taken? Yes  No   
If 'Yes', please provide details

---

---

---

## Declaration

In accordance with my / our duty of disclosure, I / We declare that the whole of these answers in the Questionnaire are true, that I / We have withheld no information whatsoever that might tend in any way to increase Zurich's risk, or to influence its decision regarding this information; and that I / We have not proposed for insurance in excess of the actual value of the motor vehicles described, and I / We undertake to exercise care, and reasonable precautions for the safety of the said motor vehicles. I / We agree that this Questionnaire and Declaration shall be the basis of the contract between me / us and Zurich.

I / We further agree that if this Questionnaire, in any part is filled in by any other person, such person shall be deemed my / our agent(s) and not the agent of the Company.

Signature

Date

X

/ /

---